10-25-89

Larry Heller — 1417

(1) 11-16-89 okay 1419 cut off

(2) can't have organization pay for atty -
- offered to other side (He'll call me back - I said I'd call ± today).

LH - if you find - up to you
- letter - have a problem me regarding eg - when a C of S when architect - didn't you find out misrepresented plans

105 Phys. K.

Don't concern self
w/ who like
- obligations entered at
- lawfully issued
  subpoena
- contractual obligation
  Od money for
- not to divulge
  confid info.

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if ct order
- wholesale disclosure
- Problem -
- trying to be fair
-

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answer to problem
- answer is let final
  article 106

(3)

decide - the Ct

- blackmail w/ settlement
- must move Engel
on board
- stuck in middle
of it.
- signed contract
- D.

made offer if
Ct pays - fine $250.00
we will indemnify
- sanction -

you want it tested

motion to Engel -
- determination
- answer

(4.)

outside chance
- client - will agree
- sanctions ad by us -
- will take resp.
- talk to other atty
- don't lie
- pretrial combat
- have to avoid town
- protect
- not

- put position where
wouldn't have sanctions

-

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can't do w/o
- have to talk Oleen out.
- appear -
b. what do w/ questions
- not reasonably get

atty - 108

(5)

wait for Ct

- Process dog protective order to stop depos.

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single -

1979-82 - B.C.

Qs - -

how to prevent getting - on record -

Q. C.R.T. - goes to judge.

- stopped Q -

e/b ar. for sanctions - determined if breached settlement agreement

(6.)

"If anyone may get sued -"

- I'll be back
- will not answer now -

- have atty call
- explain situation
- can come bail -

- believe atty will

- safest position
protect ass +
client's ass

- won't jerk around
- attempt -

(2)

don't have problem w/
if c/b beat up Bob Croydon —

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had a lot of money
(1) c/b sick of it.
(2) didn't want judgment
(3) long confid -

w/g crazy w/ it
lots of settlement
- Richard wanted as
much as we.
— B.C's - w/g to do
w/ case -
— hopefully.

—

Milsaps as promoters
/ atty
— cut & dried
perspective.

111